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**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

<p>Monika A. Valentine and William R. Valentine,</p> <p>Plaintiffs,</p> <p>v.</p> <p>Equifax Information Services, LLC and Wells Fargo Home Mortgage,</p> <p>Defendants.</p>	<p>Case No.: 2:16-cv-01905-APG-NJK Case No.: 2:16-cv-01906-APG-NJK</p> <p>Stipulation for Protective Order</p> <p>as amended on pp. 6-7</p>
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1 **IT APPEARING TO THIS COURT** that Plaintiffs Monika A. Valentine
2 and William R. Valentine (“Plaintiff”) and Defendant Wells Fargo Home Mortgage
3 (“Defendants”), sometimes collectively referred to herein as the “Parties,” have
4 agreed, by and through their counsel of record, to the following terms and
5 procedures that will govern disclosures and use by the Parties of documents,
6 testimony, and information that is produced or given by any person during the
7 course of discovery in the above-captioned action (the “Action”), and designated
8 “Confidential.” The Parties have met in good faith and Defendants have agreed to
9 stipulate to this Protective Order. Therefore, the Court finding that a Protective
10 Order is warranted and for good cause shown, it is hereby

11 **ORDERED** that the following terms and conditions shall govern discovery
12 in this Action:

- 13 1. The term “Information” as used herein shall include any document, deposition
14 testimony, electronic data, interrogatory response, response to request for
15 admission, or other information disclosed or produced by or on behalf of a
16 party (or any of its attorneys or other agents), or by or on behalf of a non-
17 party (or any of its attorneys or other agents), and all information derived
18 therefrom.
- 19 2. Information may be designated by a party responding to a discovery inquiry
20 (the “Producing Party”) as “Confidential” within the meaning of this
21 Stipulation for Protective Order. The Producing Party shall designate
22 Information “Confidential” only when the Producing Party has a reasonable,
23 good faith belief that the Information so designated is confidential within the
24 meaning of Fed. R. Civ. P. 26(c) and further defined as follows:
 - 25 a. “Confidential” Information includes confidential commercial or non-
26 public information that qualifies for protection under Fed. R. Civ. P. 26(c),
27 the dissemination of which is generally protected by the Producing Party
28 in the normal course of business; and

1 Any Information not designated as “Confidential” in accordance with the
2 procedures set forth herein shall not be covered by this Stipulation for Protective
3 Order.

4 3. “Confidential” Information, except with the prior consent of the Producing
5 Party (which shall not be unreasonably withheld) or upon prior order of this
6 Court, shall not be disclosed by any party to any person other than the
7 following:

- 8 a. the Court, Court personnel, jurors, mediators, and arbitrators;
- 9 b. outside counsel for the Parties in this litigation and their secretaries, legal
10 assistants, or other support personnel as reasonably necessary to assist
11 outside counsel in this Action (collectively “Outside Litigation Counsel”);
- 12 c. the Parties as well as those officers, directors, in-house attorneys, or
13 employees of the Parties who are actively involved in the Action or who
14 are otherwise necessary to aid counsel in the Action;
- 15 d. court reporters and videographers who are retained to transcribe or
16 videotape testimony in this Action;
- 17 e. outside experts, consultants, and/or litigation support vendors who are not
18 employees of any party and who are expressly retained to assist counsel of
19 record for either of the Parties in connection with this Action, including,
20 but not limited to, independent auditors, accountants, statisticians,
21 economists and other experts, and the employees of such persons
22 (collectively “Outside Litigation Assistants”);
- 23 f. any other person to whom the Parties in writing agree, provided that any
24 such person must sign an Acknowledgment in the form attached hereto as
25 Exhibit A;
- 26 g. any person who wrote or received the document designated
27 “Confidential”;
- 28

- 1 h. any person being interviewed by a party for purposes of the prosecution or
2 defense of this Action who already possessed knowledge of the
3 Confidential Information before being contacted by the party;
- 4 i. during depositions in this Action only, a deposition witness who (i) is a
5 present employee of the Producing Party; (ii) a past employee of the
6 Producing Party with respect to documents in existence during the
7 person's employment with the Producing Party; or (iii) appears, based
8 upon the document itself or testimony in a deposition, to have knowledge
9 of the contents of the document designated "Confidential" or the specific
10 events, transactions, business activities, discussions, or data reflected in or
11 addressed by the document; and
- 12 j. any other person ordered by the Court.
- 13 4. Any person entitled to receive "Confidential" Information pursuant to
14 Paragraph 3, subparts (d), (e), (f), or (h), shall, prior to being given any
15 "Confidential" Information, read this Stipulation for Protective Order and
16 shall execute a sworn statement in the form annexed hereto as Exhibit A,
17 indicating that he or she has read this Stipulation for Protective Order and will
18 abide by its terms. For a firm of court reporters, videographers, or litigation
19 support vendors, the requirements of the preceding sentence shall be deemed
20 satisfied for the firm and its personnel if one person with authority to do so
21 executes the sworn statement on behalf of the firm, provided that all firm
22 personnel who work on this Action are made aware of this Stipulation for
23 Protective Order and the firm's responsibilities hereunder. The designating
24 party shall use its best efforts to secure such sworn statements from any
25 mutually agreed-upon firm of court reporters, videographers, or litigation
26 support vendors; however, in all other instances, it shall be the responsibility
27 of the party retaining the firm of court reporters, videographers, or litigation
28 support vendors to obtain the sworn statements. Such sworn statements shall

1 be retained by counsel disclosing the “Confidential” Information and shall be
2 made available for *in camera* inspection upon a showing of good cause,
3 except that statements of Outside Litigation Assistants shall not be made
4 available until such time, if any, that the party is obligated to identify such
5 individuals.

6 5. Information designated “Confidential” and provided pursuant to this
7 Stipulation for Protective Order shall not be used or disclosed to anyone for
8 any purpose other than the litigation of the instant Action. Any party who
9 inadvertently discloses Information designated “Confidential” during the
10 discovery process shall, immediately upon discovery of the inadvertent
11 disclosure, give notice in writing to the party or parties in possession of such
12 Information that the Information is designated as “Confidential” and shall
13 require its immediate return. After receipt of such notice, the parties shall treat
14 the Information so designated as “Confidential” under the terms of this
15 Stipulation for Protective Order, unless released of this duty by further order
16 of this Court. Additionally, any party who inadvertently discloses Information
17 designated as “Confidential” during the discovery process shall, immediately
18 upon discovery of the inadvertent disclosure, give notice in writing to the
19 Producing Party, the names and addresses of the persons to whom it was
20 disclosed and the date of the disclosure together with a copy of the notice by
21 which the inadvertently disclosing party requested the immediate return of the
22 documents.

23 6. A party shall designate documents as “Confidential” by affixing a stamp with
24 such words on the document before copies of the documents are delivered to
25 another party. At the sole discretion of the Producing Party, the Producing
26 Party may place on any documents that are subject to this Stipulation for
27 Protective Order watermarks or seals to indicate the document is subject to a
28

1 Stipulation for Protective Order and is produced under the specific case
2 number.

- 3 7. Any deposition transcript or videotaped deposition containing “Confidential”
4 Information shall be marked on the cover “Confidential” and shall indicate as
5 appropriate within the transcript and on the videotape that the Information has
6 been so designated. A party may designate any portions of the transcript
7 (including exhibits) or videotape as containing “Confidential” Information by
8 so advising the deposition reporter in the course of the deposition, who shall
9 indicate in the deposition transcript and on the videotape what portion(s) of
10 the testimony (or exhibits thereto) were so designated, or by so advising all
11 other parties which pages are confidential within twenty-one (21) days after
12 receipt by the designating party of the final transcript. Until twenty-one (21)
13 days have passed after the receipt of any final transcript, the entire transcript
14 and videotape shall be deemed to contain “Confidential” Information.
15 Nothing in this Stipulation for Protective Order shall prevent an employee of
16 a party or Outside Litigation Counsel from attending any deposition, except
17 that only persons entitled to receive “Confidential” Information shall be
18 present when such Information is disclosed at a deposition. Counsel for the
19 party disclosing such “Confidential” Information at a deposition shall, before
20 such Information is disclosed, advise counsel for all other parties so that
21 appropriate safeguards can be taken to ensure that only persons entitled to
22 receive such Information pursuant to the terms of this Stipulation for
23 Protective Order are present when such Information is disclosed.

24 See order issued concurrently herewith.
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9. The Parties agree to refrain, whenever possible, from including “Confidential” Information in the titles of the documents filed with the Court so that, in all instances, the titles of the documents—and the Court’s docket sheet reflecting those titles—may remain public.
10. The use of any “Confidential” Information for the purpose of any trial or any hearing which is open to the public is not addressed at this time.
11. Deadline for challenging confidentiality designation. Per the Court’s Guidelines for Discovery and Motions Practice, the time period for making an

1 objection to a confidentiality destination under this Stipulation for Protective
2 Order is limited to no later than the close of discovery or within ten (10) days
3 of the receipt of the document, whichever last occurs.

4 12. Before a motion is filed in a dispute, the Local Rules must be followed to try
5 to resolve the dispute between counsel or by telephone conference with the
6 Judge. *See also* Fed.R. Civ. P. 26(c) and LR 26-7, D. Nev.

7 13. Any Producing Party may give notice to any party who has requested the
8 production of documents or information, by written discovery, deposition or
9 otherwise (the "Receiving Party") that it is eliminating a previous designation
10 of a document or other Information as "Confidential." Any Receiving Party
11 may request that a Producing Party eliminate such designation. In the event
12 that a "Confidential" designation is removed, if the Information is used as an
13 exhibit at trial or otherwise displayed to the jury, all deposition statements and
14 all markings indicating that the Information had previously been designated
15 by the party as "Confidential" shall be removed (or edited, in the case of a
16 videotaped deposition) prior to offering the Information into evidence or
17 displaying same to the jury, and no mention shall be made of the previous
18 designation. The party requesting the elimination of the previous designation
19 shall be responsible for eliminating that designation and shall fulfill this
20 responsibility by providing a new, redesignated copy of the document or other
21 Information. If any Information designated by a party as "Confidential" is
22 used as an exhibit at trial or otherwise displayed to the jury, the Producing
23 Party shall be entitled to add to the "Confidential" marking the following
24 language: "Pursuant to the Protective Order Entered in This Case." A similar
25 statement may be added to any deposition transcript or videotaped deposition.
26 This paragraph is without prejudice to the right of any party to request, or of
27 any other party to oppose, by motion *in limine* or otherwise, that the Court
28 prohibit any party from displaying any markings indicating that a document

1 or other Information had been designated by any party as “Confidential,” or
2 that the Court permit a party to add an explanation or that the Court give an
3 appropriate instruction.

4 14. Nothing herein shall impose any restriction on the use or disclosure by a party
5 of its own Information. Further, this Stipulation for Protective Order shall not
6 be construed to prevent any party, its counsel, or its Outside Litigation
7 Assistants from making use as they see fit of Information that was lawfully
8 available to the public or lawfully in the possession of the party, its counsel,
9 or its Outside Litigation Assistants, or that properly came into the possession
10 of the party, its counsel, or its Outside Litigation Assistants independent of
11 any disclosure of “Confidential” Information in this Action, or that was
12 obtained from a non-party in the course of this Action and was not designated
13 as “Confidential” by that non-party. In the event, however, that a non-party
14 provides Information that was generated by a party to this Stipulation for
15 Protective Order and that party believes that the Information is proprietary
16 and confidential, the party may request that all copies of such Information be
17 stamped with whatever designation the party believes is appropriate within
18 the provisions of this Stipulation for Protective Order; *provided*, however, that
19 the non-party was acting within the scope of his or her employment or agency
20 for the party when he or she obtained such Information from the party (or an
21 affiliate or subsidiary thereof). If the parties to this Stipulation for Protective
22 Order disagree concerning the proper designation of the Information, such
23 dispute shall be resolved pursuant to the procedures described in this
24 Stipulation for Protective Order. Pending the Court’s ruling, the party
25 contesting the requested designation shall treat the Information as if the
26 requested designation were proper and effective.

27 15. Nothing contained in the Stipulation for Protective Order or any designation
28 of confidentiality hereunder or any failure to make such designation shall be

1 used or characterized by any party as an “admission” by a party or a party
2 opponent.

3 16. Entry of this Stipulation for Protective Order shall be without prejudice to any
4 motion for relief from, or modification of, the provisions hereof or to any
5 other motion relating to the production, exchange, or use of any document or
6 other Information in the course of this Action; provided, however, that no
7 such motion shall be made after entry of a final judgment or settlement. If a
8 party disagrees with a Producing Party’s designation of Information as
9 “Confidential,” or disputes the limitations on access to be accorded such
10 Information under this Stipulation for Protective Order, such party shall
11 provide to the Producing Party written notice of its disagreement and
12 specifically identify the Information or restriction on access in dispute. Within
13 ten (10) calendar days of the receipt of such notice, the Producing Party and
14 the Receiving Party shall meet and confer in an effort to resolve their
15 differences. If, despite good faith efforts, the Parties cannot resolve their
16 disagreement, the Receiving Party that contests the designation may apply
17 within fifteen (15) calendar days for a ruling on the Producing Party’s
18 designation of the Information as confidential. The party who designated the
19 Information as “Confidential” shall bear the burden of demonstrating that the
20 Information is entitled to protection from disclosure under applicable law.
21 Pending the Court’s ruling, the party contesting the designation shall continue
22 to treat the Information in the manner required by the Stipulation for
23 Protective Order.

24 17. If a party inadvertently produces Information that it considers to be protected
25 by the attorney-client privilege, the work product doctrine, the joint defense
26 privilege, the joint prosecution privilege, or other applicable privilege, in
27 whole or in part, or learns of the production of such Information by a non-
28 party, the party may retrieve such Information as follows:

- 1 a. Within thirty (30) days of the date of discovery by a party of the
2 inadvertent production by it or a non-party, the party asserting that an
3 inadvertent production has occurred must give written notice to all other
4 Parties that the party claims the Information, in whole or in part, is
5 privileged or protected material. In addition, the notice must state the
6 nature of the privilege or protection and the basis for asserting it. The
7 producing party need not provide any explanation or evidence regarding
8 the reasonableness of efforts taken to prevent such production and the
9 receiving party agrees to not challenge the reasonableness of such efforts.
- 10 b. Upon receipt of such notice, any party who has received the produced
11 document or material shall promptly return all copies to the party asserting
12 inadvertent production. In the event that only part of a document is
13 claimed to be privileged or protected, the party asserting inadvertent
14 production shall furnish to the other Parties who have received the
15 document a redacted copy of such document, removing only the part(s)
16 thereof claimed to be privileged or protected, together with such written
17 notice. Any party who has received the produced documents or material
18 may contest the claim of inadvertence. Should the Parties' good faith
19 efforts fail to resolve any dispute over inadvertent production, the party
20 contesting the claim of inadvertence shall bring the matter to the Court's
21 attention within twenty-one (21) days after good faith efforts to resolve the
22 dispute have failed. Prior to resolution of any such dispute (either by the
23 parties or through intervention of the Court), the Receiving Party need not
24 return all copies of the produced documents or material to the party
25 asserting inadvertent production; however, the Receiving Party may not
26 use or disclose the Information claimed privileged for any purpose other
27 than to challenge the privilege or protection claim. If the Court sustains the
28 claim that the Information is privileged or work product protected, the

1 receiving party shall, within two (2) days of the Court's order, destroy any
2 notes relating to the privileged or work product protected Information, and
3 advise the producing party in writing of the destruction.

- 4 c. The provisions of subparts (a) and (b) of this Paragraph are without
5 prejudice to any other rights that any party may have with respect to
6 challenging or defending any claim of privilege; provided, however, that
7 no claim of waiver, estoppel, laches, or the like based on alleged delay or
8 alleged lack of timeliness can be asserted against the party claiming
9 inadvertent production if that party has complied with subpart (a) of this
10 Paragraph.

- 11 18. A party that has inadvertently produced Information without designating it as
12 "Confidential" Information may at any time prior to the completion of the
13 discovery period in this Action redesignate such Information as
14 "Confidential." The party receiving such redesignated "Confidential"
15 Information shall make a reasonable good faith effort to ensure that any
16 analysis, memoranda, notes, or other material that were generated based upon
17 such Information shall immediately be treated in conformance with any such
18 redesignation.

- 19 19. In the event that a party produces two or more identical or substantially
20 identical copies of a document or other Information, and any copy is
21 designated "Confidential" while other copies are not so designated, all such
22 identical or substantially identical documents or other Information shall be
23 treated with the highest confidentiality designation once the inconsistent
24 designation is known. The Producing Party shall be responsible for informing
25 the party receiving the inconsistently designated document or other
26 Information of the inconsistent designation.

- 27 20. All provisions of this Stipulation for Protective Order restricting the use of
28 Information obtained during discovery shall continue to be binding after the

1 conclusion of this Action, including all appeals, until further order of the
2 Court, unless the Parties agree otherwise in writing. At the request of the
3 Producing Party, any party in possession of originals and copies of documents
4 or other Information deemed to be “Confidential” shall make reasonable
5 efforts to return to the Producing Party at the Producing Party’s expense or
6 destroy such documents or other Information within one month after a final
7 judgment and appeals herein or settlement of this Action except that outside
8 counsel for each party (whether or not counsel of record) may maintain in its
9 files one copy of each pleading filed with the Court, and each written
10 discovery request and written response thereto (but not confidential
11 documents produced in response to a request for production of documents,
12 which documents must be returned to the Producing Party or destroyed in
13 accordance with the procedure identified elsewhere in this Paragraph).
14 Notwithstanding the foregoing, nothing in this Stipulation for Protective
15 Order shall require a party to return or destroy documents or other
16 Information that it is obligated to keep by law. Upon request from any party, a
17 party who elects to destroy confidential documents in its possession will attest
18 to the fact that it has made reasonable efforts to destroy such documents,
19 exclusive of those documents that it is obligated to keep by law.

20 21. Neither this Stipulation for Protective Order nor any party’s designation of
21 Information as “Confidential” shall affect the admissibility into evidence of
22 the Information so designated.

23 22. Non-parties from whom discovery is sought by the Parties may, upon consent
24 of these Parties, designate Information as “Confidential” consistent with the
25 terms of this Stipulation for Protective Order, provided that such non-parties
26 agree in writing to be bound by the Stipulation for Protective Order. Under
27 such circumstances, all duties applicable to a Producing Party shall apply to
28 such non-party. All obligations applicable to parties receiving such

Information shall apply to any party receiving Information from such non-party.

23. Nothing in this Stipulation for Protective Order is intended to constitute an agreement regarding the scope of discovery.

24. The Court retains jurisdiction subsequent to settlement or entry of judgment to enforce the terms of this Stipulation for Protective Order.

DATED this 3rd day of February 2017.

By: /s/ Michael Kind
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By: /s/ Tanya N. Peters
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Attorneys for Defendant

IT IS SO ORDERED:


UNITED STATES MAGISTRATE JUDGE

DATED: February 6, 2017

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

<p>Monika A. Valentine,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>Wells Fargo Home Mortgage and Equifax Information Services, LLC,</p> <p style="text-align: center;">Defendant.</p>	<p>Case No: 2:16-cv-01905-APG-NJK</p> <p>Protective Order</p>
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ACKNOWLEDGMENT

I hereby attest to my understanding that confidential information or documents, materials, or information are being provided to me pursuant to the terms and conditions of the Stipulation for Protective Order executed by the parties and entered by the Court in the above-captioned litigation (the “Action”). I hereby attest that I have been given a copy of, and have read, the Stipulation for Protective Order and that I hereby agree to be bound by it and its terms. I agree that I shall not disclose to others, except in accordance with the terms of the Stipulation for Protective Order, such confidential documents, materials, or information. I further agree that the District of Nevada (the “Court”) has jurisdiction to enforce the terms of the Stipulation for Protective Order, and I consent to jurisdiction of the Court over my person for that purpose.

If I am signing on behalf of a firm of court reporters, videographers, or litigation support vendors, I further state that I have authority to sign on behalf of my firm, and that I will make sure that all firm personnel who work on this litigation are made aware of this Stipulation for Protective Order and the firm’s responsibilities hereunder.

Signature: _____
Name: _____
Position: _____

Firm: _____
Address: _____
Phone: _____

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